

1-180095
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Judge Hellerstein

-----X
CMA-CGM (AMERICA), INC.,

Plaintiff,

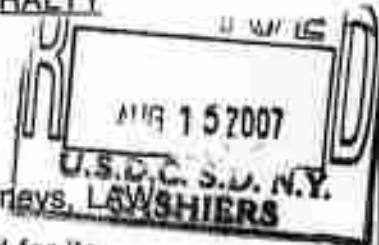
'07 CIV 7311

- against -

CIVIL COMPLAINT
IN ADMIRALTY

BABY TREND, INC.,

Defendant.
-----X



Plaintiff CMA-CGM (AMERICA), INC., by its attorneys, LAW SHIERS,

OFFICES OF ALBERT J. AVALLONE & ASSOCIATES, as and for its
Complaint against defendant BABY TREND, INC., in personam, in a cause of
action civil and maritime, alleges upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule
9(h) of the Federal Rules of Civil Procedure, the Ocean Shipping Reform Act of
1999, 46 U.S.C., App. Section 1701, et seq., and Service Contract between the
parties.

2. At all times hereinafter mentioned, plaintiff CMA-CGM
(AMERICA), INC. was and still is a corporation organized and existing under the
laws of the State of New Jersey with offices and a place of business at 5801 Lake
Wright Drive, Norfolk, VA 23502.

3. Upon information and belief and at all times hereinafter mentioned,
defendant had and now has the legal status and place of business as set forth in
Schedule A.

4. On or about the dates and at the ports of shipment stated in
Schedule A, certain good were delivered to plaintiff to be carried to the ports of
destination and at the agreed charges to be paid by defendant pursuant to plaintiff's
published tariff, all as set forth in Schedule A.

5. Thereafter, the goods were carried to the ports of destination and
delivered to the defendant and/or its agents.

6. Plaintiff has performed all acts required to be performed by plaintiff.

7. Defendant has failed and refused and continues to fail and refuse to remit payment of \$2,952.00, although duly demanded.

8. By reason of the foregoing, plaintiff has sustained damages in the amount of \$2,952.00 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

1. For judgment in the amount of \$2,952.00, together with interest thereon, costs, disbursements and a reasonable attorney's fee.


2. That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendant citing it to appear and answer all the singular matters aforesaid.

3. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.

Dated: New York, New York
August 14, 2007

LAW OFFICES OF
ALBERT J. AVALLONE & ASSOCIATES

By


Albert J. Avallone - AA1679
Attorneys for Plaintiff
CMA-CGM (AMERICA), INC.
551 Fifth Avenue, Suite 1625
New York, NY 10176
(212) 696-1760

SCHEDULE A

I. Defendant's status & address:

A. Upon information and belief and at all times hereinafter mentioned, defendant BABY TREND, INC. was and still is a corporation organized and existing under the laws of the State of California, with offices and a place of business at 1567 S. Campus Avenue, Ontario, CA 91761.

II. Particulars:

1. Bill of Lading No. SZ1046783, dated January 8, 2006, from Yantian to Long Beach on the Vessel MSC VALENCIA, one (1) forty-five foot Hi-Cube SAID TO CONTAIN: TREND NURSERY CENTR, at the applicable Collect Tariff and/or Service Contract rate of \$2,436.00 (Exhibit A).

Amount Paid: \$0

Amount Due: \$2,436.08

2. Bill of Lading No. SZ1252102, dated March 1, 2006, from Yantian to Long Beach on the Vessel CMA CGM VIVALDI, four (4) forty-foot Hi-Cubes SAID TO CONTAIN: DIAPER CHAMP, at the applicable Collect Tariff and/or Service Contract rate of \$8,905.00 (Exhibit B).

Amount Paid: \$8,649.00

Amount Due: \$256.00

3. Invoice No. NAIM0550057, dated November 17, 2006, demurrage totalling \$260.00 (Exhibit C).

Amount Paid: \$0

Amount Due: \$260.00

II. Total Amount Due: \$2,952.00

SHIPPER/EXPORTER (2) SHEN ZHEN XUN LI CHILDREN'S PRODUCT CO LTD. SHEN ZHEN BAO AN GUAN LAN J LING VILLAGE DA SHUI KENG. TEL:0755-2816-4254 FAX:0755-2816-4915		DOCUMENT NO (3) SHZ304223 EXPORT REFERENCES (6)	BZ1046783
CONSIGNEE (5) (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER) BABY TREND INC. 1567 S CAMPUS AVE ONTARIO, CA 91761 TEL:001-909-773-0018 FAX:001-909-773-0108 CONTACT: BETTY TSAI NOTIFY (4) SAME AS CONSIGNEE		FORWARDING AGENT - REFERENCES (7) CHB: PMC:	
		POINT AND COUNTRY OF ORIGIN (8)	
		DOMESTIC ROUTING/EXPORT INSTRUCTIONS (9)	
PIER/TERMINAL (10) Yantian International Crb Terminal	COMBINED TRANSPORT* PRECARRIAGE FROM (10A) "		
VESSEL (11) MSC VALENCIA TX205E	PORT OF LOADING (12) YANTIAN	COMBINED TRANSPORT - ONWARD CARRIAGE (15)* "	
PORT OF DISCHARGE FROM VESSEL (13) LONG BEACH, CA	FOR TRANSHIPMENT TO (14) "		

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE		
MARKS AND NUMBERS (16)	NO. of PKGS. (17)	DESCRIPTION OF GOODS (18) SHIPPER'S STOW, LOAD AND COUNT	GROSS WEIGHT (19)	MEASUREMENT (20)
BOM0034423 Seal 1: C2545274 SHIPPING MARKS AS PER SHIPPER'S ATTACHMENT	1 x 43HC	1285 CARTONS FCL/FCU TRANS WAREHOUSE CENTER (BABY PALATARD) #327929/#171775 1285 PCS THIS IS TO CERTIFY THAT NO REGULATED WOOD PACKING MATERIALS WERE USED IN THE LOADING OF THIS CONTAINER. S/C# 04-0279 FREIGHT COLLECT TOTAL: 1245' HQ CARRIER'S RISK	18324.000	4000 75.000
		FREIGHT TO BE COLLECT		
SHIPPER'S STOW, LOAD AND COUNT /		/ FCL		

DRAFT

SHIPPER'S DECLARED VALUE

SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 10 OF THIS B/L

These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Questions contrary to U.S. law prohibited.

If the Pre-Carriage or Onward Carriage boxes are filled out, shipment will be treated as Through Combined Transport. Carrier undertakes entire transport from the place where the goods are taken in charge to the place designated for their delivery and assumes full liability for such transport as per clause 15.

RECEIVED in external good order and condition, except as otherwise indicated herein, the number of packages listed in the Carrier's Receipt, said to contain the goods described in the Particulars Furnished by Shipper (contents, weight and measurement unknown to Carrier) to be transported to the port of discharge, or to such other place authorized or permitted herein, or so near thereto as the vessel can get, to and leave, always in safety and without delay, and there to be delivered to consignee, or authorized receiver, or on carrier on payment of all charges due thereon.

All actions against the Carrier under the contract of Carriage evidenced by this Bill of Lading shall be brought before the Tribunal de Commerce of Marseilles and no other Court shall have jurisdiction with regards to any such action.

FREIGHT CHARGES (See clause 10 and 20)

BASIC FREIGHT	USD	785.00	C
Terminal hand. ch. origin	USD	340.00	C
Bunker surcharge NOS	USD	550.00	C
Ocean Carrier-Int Ship & port	USD	6.00	C
Custom documentation Surcharge	USD	25.00	C
Terminal hand. ch. destino	USD	935.00	C
Documentation Fees	USD	15.00	C
TOTAL COLLECT	USD	2436.00	C

DECLARED VALUE CHARGES (See Clause 10)

HARBOR TAX/LIGHTERAGE TOTAL \$

IN WITNESS WHEREOF ZERO

Bill of Lading all of the tenor, have been executed, ONE of which being accomplished, the other shall stand void.

DAY	MONTH	YEAR	BLNo.
18-JAN-06			521046783

Signed for the Carrier CMA CGM SA by
CMA CGM (CHINA) SHIPPING CO LTD as agent for the Carrier

(Continued on reverse side)

EXHIBIT "A"

SHIPPER/EXPORTER (1) SHEN ZHEN XUN LI CHILDREN'S PRODUCT CO LTD. SHEN ZHEN BAO AN GUAN LAN JI LING VILLAGE DA SHUI KENG TEL:0755-2816-4254 FAX:0755-2816-4916		DOCUMENT NO (5) SHZ304223	SZ1046783
CONSIGNEE (3) (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER) BABY TREND INC. 1567 S CAMPUS AVE ONTARIO, CA 91761 TEL:001-909-773-0018 FAX:001-909-773-0108 CONTACT: BETTY TSAI		EXPORT REFERENCES (6)	
NOTIFY (4) SAME AS CONSIGNEE		FORWARDING AGENT - REFERENCES (7) CHB: FMC:	
PIER/TERMINAL (10) Yantian International Crte Terminal		POINT AND COUNTRY OF ORIGIN (8)	
VESSEL (11) MSC VALENCIA TX205E		DOMESTIC ROUTING/EXPORT INSTRUCTIONS (9)	
PORT OF DISCHARGE FROM VESSEL (13) LONG BEACH, CA		COMBINED TRANSPORT - ONWARD CARRIAGE (15)*	
PORT OF LOADING (12) YANTIAN		FOR TRANSHIPMENT TO (14)	

CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE		
MARKS AND NUMBERS (16)	NO. OF PKGS. (17)	DESCRIPTION OF GOODS (18) SHIPPER'S STOW LOAD AND COUNT	GROSS WEIGHT (19)	MEASUREMENT (20)
CONTAINERS DEMURRAGES AND DETENTION CHARGES PAYABLE BY THE MERCHANT AS PER LINE'S TARIFF AVAILABLE IN ANY OF CMA CGM AGENCY. T H C AT DESTINATION PAYABLE BY CONSIGNEE AS PER LINE/PORT TARIFF UNLESS THE VALUE OF CARGO IS DECLARED ON THE FACE OF THIS BILL OF LADING OR WAYBILL IN THE CONDITIONS SET FOR ON THE REVERSE, LIMITATION OF LIABILITY IN RESPECT OF LOSS OR DAMAGE TO GOODS SHALL NOT EXCEED USD 500.00 PER PACKAGE, OR CUSTOMARY FREIGHT UNIT IF GOODS ARE NOT SHIPPED IN PACKAGE. FOR THE PURPOSE OF THE PRESENT CARRIAGE, CLAUSE 14(2) SHALL EXCLUDE THE APPLICATION OF THE YORK/ANTWERP RULES, 2004.				

SHIPPER'S DECLARED VALUE

SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 10 OF THIS B/L

These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Therefore contrary to U.S. law prohibited

If the Pre-Carriage or Onward Carriage boxes are filled out, shipment will be treated as Through Combined Transport. Carrier undertakes with transport from the place where the goods are taken in charge to the place designated for their delivery and assumes full liability for such transport as per clause 15.

RECEIVED in external good order and condition, except as otherwise indicated herein, the number of packages listed in the Carriers Receipt, and to contain the goods described in the Particulars furnished by Shipper (contents, weight and measurement unknown to Carrier) to be transported to the port of discharge, or to such other place authorized or permitted herein, or so near thereto as the vessel can get, to and leave, always in safety and without delay, and there to be delivered to consignee, or authorized receiver, or on carrier on payment of all charges due thereon.

All actions against the Carrier under the contract of Carriage evidenced by this Bill of Lading shall be brought before the Tribunal de Commerce of Marseilles and no other Court shall have jurisdiction with regards to any such action.

FREIGHT CHARGES (See clauses 10 and 20)

IN WITNESS WHEREOF ZERO

Bills of Lading all of like tenor, have been executed, ONE of which being accomplished, the other shall stand void.

DAY MONTH YEAR
18-JAN-08

BL No.
CMDU
SZ1046783

Signed for the Carrier CMA CGM SA by
CMA CGM (CHINA) SHIPPING CO LTD as agent for the Carrier

DECLARED VALUE CHARGES (See Clause 10)
HARBOR TAX/LIGHTERAGE

TOTAL \$

By

(Continued on reverse side)

SHIPPER/EXPORTER (2)
NEWINGTON INDUSTRIES LIMITED
UNIT C, 13/F NATHAN COMMERCIAL
BUILDING 430-438 NATHAN RD.,
YAU MATEI, KOWLOON, H.K.

DOCUMENT NO (5)
SHZ318800 SZ1252102
EXPORT REFERENCES (6)

CONSIGNEE (3) (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER)
BABY TREND, INC
1587 S. CAMPUS AVE. ONTARIO, CA 91761
TEL: 909-773-0018
FAX: 909-773-0108

FORWARDING AGENT - REFERENCES (7)
NEWINGTON INDUSTRIES LIMITED
UNIT C 13/F NATHAN COMMERCIAL BLDG
430-438 NATHAN RD
YAU MATEI
POINT AND COUNTRY OF ORIGIN (8)
CHS
FMC:

NOTIFY (4)
BABY TREND, INC
1587 S. CAMPUS AVE. ONTARIO,
TEL: 909-773-0018
FAX: 909-773-0108

DOMESTIC ROUTING/EXPORT INSTRUCTIONS (9)

PIER/TERMINAL (10)

COMBINED TRANSPORT*
PRECARRIAGE FROM (10A)

Yantian International Cntr Terminal

VESSEL (11)
CMA CGM VIVALDI
TX217E

PORT OF LOADING (12)
YANTIAN

COMBINED TRANSPORT - ONWARD CARRIAGE (15)*

PORT OF DISCHARGE FROM VESSEL (13)
LONG BEACH, CA

FOR TRANSHIPMENT TO (14)

ONTARIO, CA

CARRIER'S RECEIPT

PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE

MARKS AND NUMBERS (16)	NO. of PKGS. (17)	DESCRIPTION OF GOODS (18) SHIPPER'S STOW LOAD AND COUNT	GROSS WEIGHT (19)	MEASUREMENT (20)
SCM09435496 Seal 1: C2308600	1 x 40HC	538 CARTONS	5111.000	3900 68.000
SCM09364412 Seal 1: C2828132	1 x 40HC	538 CARTONS	5111.000	3900 68.000
SCM09323382 Seal 1: C2735396	1 x 40HC	538 CARTONS	5111.000	3900 68.000
UN904750818 Seal 1: C2735386	1 x 40HC	538 CARTONS	5111.000	3900 68.000
H/28		CT-DOGS		
		TOTAL 2152 CTNS		
		DIAPER CHANG		
		H/CE: 04-0279		
		FREIGHT COLLECT		
		TOTAL: 6540' HQ CONTAINERS ONLY		

SHIPPER'S DECLARED VALUE

SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 10 OF THIS B/L

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RECEIVED in external good order and condition, except as otherwise indicated herein, the number of packages listed in the Carrier's Receipt, said to contain the goods described in the Particulars Furnished by Shipper (contents, weight and measurement unknown to Carrier) to be transported to the port of discharge, or to such other place authorized or permitted herein, or so near thereto as the vessel can get, lie and leave, always in safety and without delay, and there to be delivered to consignee, or authorized receiver, or on carrier on payment of all charges due thereon.

All actions against the Carrier under the contract of Carriage evidenced by this Bill of Lading shall be brought before the Tribunal de Commerce of Marseilles and no other Court shall have jurisdiction with regards to any such action.

FREIGHT CHARGES (See clause 10 and 20)

Terminal hand. on origin	HKD	3382.80	F
Documentation Fees	HKD	125.00	F
BASIC FREIGHT	USD	4020.00	C
Bunker surcharge NOS	USD	1240.00	C
Ocean Carrier's Ship & port	USD	24.00	C
Custom documentation Surcharge	USD	25.00	C
Terminal hand. on destination	USD	3340.00	C
On carriage fuel surcharge	USD	258.00	C

DECLARED VALUE CHARGES (See Clause 10)

HARBOR TAX/LIGHTERAGE

TOTAL \$

IN WITNESS WHEREOF ZERO

Bills of Lading all of the tenor, have been executed, ONE of which being accomplished, the other shall stand void.

DAY MONTH YEAR
01-MAR-08
Signed for the Carrier CMA CGM SA by
CMA CGM & ANL (HK) SHIPPING as agent for the Carrier

BL No.
CMDU

SZ1252102

By

(Continued on reverse side)

EXHIBIT "B"

SHIPPER/EXPORTER (1) NEWINGTON INDUSTRIES LIMITED UNIT C, 13/F NATHAN COMMERCIAL BUILDING 430-436 NATHAN RD., YAU MATEI, KOWLOON, H.K.		DOCUMENT NO. (2) SZ1252102	
CONSIGNEE (3) (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER) BABY TREND, INC 1567 S. CAMPUS AVE. ONTARIO, CA 91761 TEL: 909-773-0018 FAX: 909-773-0108		EXPORT REFERENCES (6)	
NOTIFY (4) BABY TREND, INC 1567 S. CAMPUS AVE. ONTARIO, TEL: 909-773-0018 FAX: 909-773-0108		FORWARDING AGENT - REFERENCES (7) NEWINGTON INDUSTRIES LIMITED UNIT C 13/F NATHAN COMMERCIAL BLDG 430-436 NATHAN RD YAU MATEI CHB: FMC:	
PIER/TERMINAL (10) Yanlian International Cntr Terminal		COMBINED TRANSPORT* PRECARRIAGE FROM (10A) -	
VESSEL (11) CMA CGM VIVALDI TX217E		PORT OF LOADING (12) YANTIAN	
PORT OF DISCHARGE FROM VESSEL (13) LONG BEACH, CA		FOR TRANSHIPMENT TO (14) ONTARIO, CA	
COMBINED TRANSPORT - ONWARD CARRIAGE (15)*			
DOMESTIC ROUTING/EXPORT INSTRUCTIONS (9)			
CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE	
MARKS AND NUMBERS (16)	NO. OF PKGS. (17)	DESCRIPTION OF GOODS (18) SHIPPER'S STOW, LOAD AND COUNT	GROSS WEIGHT (19)
			MEASUREMENT (20)
SHIPPERS STOW, LOAD AND COUNT / / F C 1		Shipped on Board CMA CGM VIVALDI 01-MAR-2006 CMA CGM Shenzhen As agents for the Carrier	
CONTAINERS DEDURAGES AND DETENTION CHARGES PAYABLE BY THE MERCHANT AS PER LINE'S TARIFF AVAILABLE IN ANY OF CMA CGM AGENCY.		FREIGHT TO BE COLLECT	
T H C AT DESTINATION PAYABLE BY CONSIGNEE AS PER LINE/PORT TARIFF			
UNLESS THE VALUE OF CARGO IS DECLARED ON THE FACE OF THIS BILL OF LADING OR WAYBILL IN THE CONDITIONS SET FOR ON THE REVERSE, LIMITATION OF LIABILITY IN RESPECT OF LOSS OR DAMAGE TO GOODS SHALL NOT EXCEED USD 500.00 PER PACKAGE, OR CUSTOMARY FREIGHT UNIT IF GOODS ARE NOT SHIPPED IN PACKAGE.			
FOR THE PURPOSE OF THE PRESENT CARRIAGE, CLAUSE 14(2) SHALL EXCLUDE THE APPLICATION OF THE YORK/ANTWERP RULES, 2004.			
SHIPPER'S DECLARED VALUE SUBJECT TO EXTRA FREIGHT AS PER TARIFF AND CLAUSE 10 OF THIS BL			
These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Offenses contrary to U.S. law prohibited			
If the Pre-Carriage or Onward Carriage boxes are filled out, shipment will be treated as Through Combined Transport. Carrier undertakes entire transport from the place where the goods are taken in charge to the place designated for their delivery and assumes full liability for such transport as per clause 15.			
RECEIVED in external good order and condition, except as otherwise indicated herein, the number of packages listed in the Carrier's Receipt, said to contain the goods described in the Particulars Furnished by Shipper (contents, weight and measurement unknown to Carrier) to be transported to the port of discharge, or to such other place authorized or permitted herein, or so near thereto as the vessel can get, lie and leave, always in safety and without delay, and there to be delivered to consignee, or authorized receiver, or on carrier on payment of all charges due thereon.			
All actions against the Carrier under the contract of Carriage evidenced by this Bill of Lading shall be brought before the Tribunal de Commerce of Marseilles and no other Court shall have jurisdiction with regards to any such action.			
FREIGHT CHARGES (See clause 19 and 20):			
TOTAL COLLECT	USD	8805.00 C	IN WITNESS WHEREOF ZERO
TOTAL PREPAID	HKD	6517.00 P	Bills of Lading all of like tenor, have been executed, ONE of which being accomplished, the other shall stand void.
DECLARED VALUE CHARGES (See Clause 10)		DAY MONTH YEAR	
HARBOR TAX/LIGHTERAGE		01-MAR-06	
TOTAL \$		Signed for the Carrier CMA CGM SA by CMA CGM & ANL (HK) SHIPPING as agent for the Carrier	
		By	

(Continued on reverse side)

CMA CGM (AMERICA) INC
5731 LAKE WRIGHT DRIVE
NORFOLK-VA-23502
UNITED STATES

CMA CGM

Tel: 17779312100 FAX: 18776548416

Please use invoice number as a reference with Payment		Page 1 of 1	ORIGINAL INVOICE
Customer Number 00021559220001	Invoice VAIN0550057	Date: 17-AUG-2007	Issued by: VASMCOG
bills to: BABY TREND 1557 S CAMPUS AVE ONTARIO-CA-91761 UNITED STATES		Payable to: CMA CGM (AMERICA) INC 5731 LAKE WRIGHT DRIVE NORFOLK-VA-23502 UNITED STATES	

Equipment Import Detention Charge

number: 821017539	Booking number: 8HZ240799	Vessel/Voyage: CMA CGM VIVALDUTX:00W
time allowed: 5 Working days	Service contract: 04-0279	Transportation Mode: Semi-Trailers
Consignee: BABY TREND 1557 S CAMPUS AVE ONTARIO-CA-91761 UNITED STATES		Notify: BABY TREND 1557 S CAMPUS AVE ONTARIO-CA-91761 UNITED STATES

Container Number: ECMU8024902	Size/Type: 45HC	Stop Date: 30-AUG-05
Est Date: 22-AUG-05		Stop Event: Gate In Empty
Est Event: Gate out Full		Stop Location: LONG BEACH, CA/CA
Est Location: LONG BEACH, CA/CA		Stop Port: PCI - SSA - Pier J
Est Port: SSA - LGB Pier A		

total stop days: 4 Calendar days

from Date	To Date	Days	Type	Rate	Currency	Amount
2-AUG-05	26-AUG-05	5	Working	0	USD	0
1-AUG-05	30-AUG-05	4	Calendar	65.00	USD	260.00

PAYMENT QUESTIONS contact Collections at 1-838-938-3882
 DISPUTES must be submitted in writing within 90 days of Invoice date to our Collections department via Fax 877-334-8119 or email collector@cmacgm.com
 For "STONE DOOR" - "ORD" & "PICK" shipment, notification MUST be made via email to freight@cmacgm.com to stop the detention

any also send wire transfer as per below bank details
 Bank: CMA-CGM (America), Inc. - OneStop@Amstap
 2 America
 Commercial Place
 6, VA
 02030593
 Tel Number: 00412/093885

TOTAL Amount Due **260.00 USD**

Payable by: Due upon Receipt

EXHIBIT "C"